

Chief Magistrate Judge Brian A. Tsuchida

UNITED STATES DISTRICT COURT FOR THE  
WESTERN DISTRICT OF WASHINGTON  
AT SEATTLE

UNITED STATES OF AMERICA,

Plaintiff

v.

VICKI BOSER,

Defendant.

CASE NO. MJ20-704

COMPLAINT for VIOLATION

Title 18, United States Code,  
Sections 1343 and 2

BEFORE, Brian A. Tsuchida, Chief United States Magistrate Judge, United States  
Courthouse, Seattle, Washington.

The undersigned complainant being duly sworn states:

**COUNTS 1-5**  
**(Wire Fraud)**

Beginning at a date uncertain, but not later than February 2014, and continuing  
through at least December 2016, in Snohomish County, within the Western District of  
Washington, and elsewhere, the defendant, VICKI BOSER, knowingly devised and  
intended to devise a scheme and artifice to defraud her clients, insurance brokers, and  
premium financing companies, and to obtain money and property by means of false and  
fraudulent pretenses, representations, promises, and omissions.

1 **A. Background**

2 1. At all relevant times, BOSER was a Washington resident insurance agent  
3 and producer who owned, operated, and was the “Designated Licensed Person  
4 Responsible” for InsuranceTek, Inc., a Washington company formed by BOSER in 2003  
5 (“InsuranceTek”). InsuranceTek assisted small businesses that work in high-risk fields –  
6 including private investigators, process servers, mortgage and field service companies,  
7 and security guard companies – in securing insurance policies to cover their business  
8 operations. InsuranceTek employed approximately six employees, comprised of other  
9 insurance agents and administrative staff, but BOSER exercised control over the  
10 company and gave final approval for all of InsuranceTek’s business.

11 2. When a business needs an insurance policy with higher limits or broader  
12 coverage than standard insurers provide, it can obtain that coverage by working with a  
13 surplus insurance brokerage, which finds insurance carriers willing to provide such  
14 policies. It is a common practice for an insurer that provides this kind of policy to require  
15 that a business prepay an entire insurance premium at the beginning of a policy. Due to  
16 the high-risk nature of the industries that InsuranceTek’s clients operated within, BOSER  
17 generally had to work with surplus insurance brokerages to find insurance carriers that  
18 would be willing to provide policies to InsuranceTek’s clients. BOSER and  
19 InsuranceTek earned commissions for the insurance policies that they assisted clients in  
20 obtaining.

21 3. InsuranceTek’s clients were often required to prepay their insurance  
22 premiums at the beginning of their policies. Often, the client would pay the entire  
23 premium to BOSER, who would then collect InsuranceTek’s commission and remit the  
24 payment to the surplus insurance brokerage to secure the client’s insurance policy. The  
25 surplus insurance brokerage would then remit the payment to the insurance carrier that  
26 ultimately insured the client.

27 4. If one of InsuranceTek’s clients could not afford to prepay the entire  
28 insurance premium to secure a policy, the client could secure financing for the premium

1 through a loan from a premium financing company. The premium financing company  
2 either paid the premium directly to the surplus insurance brokerage, or BOSER could  
3 have the premium financing company send the loaned money directly to InsuranceTek,  
4 which would then remit the payment directly to the surplus insurance brokerage to secure  
5 the client's insurance policy. The client would then be expected to make monthly  
6 payments to the premium financing company to satisfy the loan. If the client did not  
7 make its monthly payments, the premium financing company could request that the  
8 client's insurance policy be cancelled.

9 5. Under Washington law, all funds that BOSER received from InsuranceTek  
10 clients that represented premiums on their policies were received in her fiduciary  
11 capacity, and those funds had to be "promptly accounted for and paid to the insured,  
12 insurer, title insurance agent, or insurance producer as entitled thereto." RCW  
13 § 48.17.480.

14 **B. Manner and Means**

15 6. It was part of the scheme and artifice to defraud that VICKI BOSER  
16 collected funds from InsuranceTek's clients, and from premium financing companies on  
17 behalf of InsuranceTek's clients, under false and fraudulent pretenses, representations,  
18 promises, and omissions.

19 7. It was further part of the scheme and artifice to defraud that BOSER  
20 collected insurance premiums from InsuranceTek's clients that she received in a fiduciary  
21 capacity and was required to promptly remit to surplus insurance brokerages to secure  
22 clients' insurance policies. The clients provided the money to BOSER with the  
23 understanding that it would be used to secure an insurance policy for their business, and  
24 would not have provided the money to her otherwise. BOSER, however, did not remit  
25 the clients' payments to brokerages or carriers to secure the clients' insurance policies.

26 8. It was further part of the scheme and artifice to defraud that BOSER  
27 entered into insurance premium financing agreements in her clients' names without their  
28 knowledge or authorization, to pay for premiums that had already been paid in full by the

clients or financed in other ways. BOSER did not inform her clients of the financing agreements that she took out in their names and did not provide them with the money that she received as a result of these agreements. BOSER then defaulted on paying the financing agreements, often resulting in the cancellation of a client's policy without the client's knowledge.

9. It was further part of the scheme and artifice to defraud that BOSER created fake Certificates of Insurance that she sent to clients to make it appear as if they were covered by a valid insurance policy, when in reality the client's business was not insured because BOSER had failed to remit payment to a surplus insurance brokerage to secure the policy.

10. It was further part of the scheme and artifice to defraud that BOSER improperly transferred clients' premium payments from a business account meant to hold such funds and separate them from all other business and personal funds, and into her personal bank account, where they were used to pay BOSER's personal expenses.

### **C. Execution of the Scheme and Artifice to Defraud**

11. On or about the dates set forth below, in Snohomish County, within the Western District of Washington, and elsewhere, BOSER, having devised a scheme and artifice to defraud, and to obtain money and property by means of materially false and fraudulent pretenses, representations, promises, and omissions, transmitted and sent, and caused to be transmitted and sent, by means of wire communication in interstate commerce, writings, signs, signals, pictures, and sounds for the purpose of executing such scheme or artifice, including the following transmissions, which are discussed in more detail below:

Count	Date	Wire Transmission
1	11/17/2015	An electronic funds transfer in the amount of \$32,279.95 from an American Chartered Bank account number ending in -8259 to InsuranceTek's Bank of America account ending in -2380, which transmitted a wire and signal that traveled in interstate commerce.

2	02/09/2016	An electronic funds transfer in the amount of \$6,657.40 from a U.S. Bank account ending in -8308 to InsuranceTek's Bank of America account ending in -2380, which transmitted a wire and signal that traveled in interstate commerce.
3	03/01/2016	An electronic funds transfer in the amount of \$50,000 from an American National Bank of Texas account ending in -9757 to InsuranceTek's Bank of America account ending in -2380, which transmitted a wire and signal that traveled in interstate commerce.
4	04/01/2016	An electronic funds transfer in the amount of \$103,321 from an American National Bank of Texas account ending in -9757 to InsuranceTek's Bank of America account ending in -2380, which transmitted a wire and signal that traveled in interstate commerce.
5	05/13/2016	An electronic funds transfer in the amount of \$26,447.11 from a Brand Bank account ending in -0423 to InsuranceTek's Bank of America account ending in -2380, which transmitted a wire and signal that traveled in interstate commerce.

All in violation of Title 18, United States Code, Section 1343.

This Complaint is based upon the following information:

I, Andrew Cropcho, a Special Agent with the Federal Bureau of Investigation, having been duly sworn on oath, depose and say:

### **INTRODUCTION AND AGENT BACKGROUND**

12. I am a Special Agent with the Federal Bureau of Investigation ("FBI"), and have been since May of 2018. I am currently assigned to the Seattle Field Office. My primary duties include investigating violations of federal law, including corporate fraud, securities fraud, government program fraud, and healthcare fraud. Part of my duties also include investigating instances of wire fraud being used for financial gain at the expense of others, in violation of Title 18, United States Code, Section 1343. I have also participated in FBI-sponsored trainings, including: the Basic Field Training Course, the annual Re-Certification Course for Certified Public Accountants, and the annual Anti-

1 Money Laundering Conference. Before my career as an FBI Special Agent, I was  
 2 employed at a large public accounting firm for over three years and, as part of my  
 3 employment, I examined financial information of clients to determine their accuracy,  
 4 reliability, and sources.

5 13. The facts set forth in this Complaint are based upon my personal  
 6 knowledge, my training and experience, and information I have gathered from other law  
 7 enforcement personnel, witnesses, and documents obtained during the course of the  
 8 investigation. The information outlined below is provided for the limited purpose of  
 9 establishing probable cause and does not contain all of the details or facts that I or others  
 10 have learned during the course of this investigation.

#### 11 **SUMMARY OF PROBABLE CAUSE**

12 14. In July, 2018, the FBI received information from the Criminal Investigative  
 13 Division of the Washington State Office of the Insurance Commissioner (“OIC”)  
 14 concerning complaints that the OIC and insurance commissioners in other states had  
 15 received regarding BOSER and her business, InsuranceTek. The complaints alleged  
 16 multiple fraudulent schemes that BOSER had employed in connection with her clients’  
 17 insurance policies to improperly divert funds for her own personal use, including:  
 18 1) collecting insurance premiums from clients and failing to remit them to the appropriate  
 19 surplus insurance brokerage to secure an insurance policy; 2) taking out loans from  
 20 premium financing companies in a client’s name without the client’s consent, keeping  
 21 some or all of the proceeds for herself, and defaulting on the loan; and 3) collecting  
 22 premiums from clients and creating fake certificates of insurance (“COIs”) to make it  
 23 appear as if the client had insurance coverage when they did not.

24 15. Together with investigators from the OIC, I have interviewed several of  
 25 BOSER’s victims, including InsuranceTek’s clients, several surplus insurance  
 26 brokerages, and premium financing companies. Based on those interviews and, in  
 27 combination with the complaints received by the OIC, it appears that, between February  
 28

1 2014 and December 2016, BOSER defrauded dozens of victims out of at least \$750,000  
2 in connection with her work as an insurance agent and producer.

3 **A. BOSER and InsuranceTek's Operations**

4 16. BOSER was a Washington resident insurance agent and producer who  
5 owned, operated, and was the "Designated Licensed Person Responsible" for  
6 InsuranceTek, a Washington company formed by BOSER in 2003. As a business,  
7 InsuranceTek secured insurance policies for its clients. InsuranceTek employed  
8 approximately six employees, comprised of other insurance agents and administrative  
9 staff. BOSER was the sole signatory on InsuranceTek's bank account and, according to  
10 interviews with InsuranceTek employees, BOSER had to give final approval over all of  
11 InsuranceTek's business and, in some instances, was the only person allowed to work on  
12 certain clients, which were deemed "VIP" clients.

13 17. BOSER sought clients from all over the country, and had insurance  
14 producer licenses in most states. The majority of InsuranceTek's clients operated in one  
15 of three high-risk industries: private investigators and process servers, security guard  
16 companies, and mortgage and field services. These clients were generally small family-  
17 owned businesses and, accordingly, they placed high levels of trust in those who  
18 provided their businesses with professional services, like accountants and insurance  
19 agents. Many of these clients had long-standing relationships with BOSER, and many of  
20 them engaged her to renew their policies year after year.

21 18. The State of Washington requires insurance agents, like BOSER, to  
22 maintain a trust account at a bank, meant only to (1) receive funds from clients, premium  
23 financing companies, or insurance companies, or (2) transfer those funds for the purpose  
24 of paying insurance premiums, satisfying premium finance payments, extracting  
25 commissions, or giving refunds to clients. RCW § 48.17.600. Washington law further  
26 provides that all funds representing premiums that have been received by an insurance  
27 producer must be "accounted for and maintained in a separate account from all other  
28 business and personal funds." *Id.* This separate account is commonly referred to as a



1 “Premium Trust Account,” and InsuranceTek maintained such an account at Bank of  
2 America, with an account number ending in -2380 (the “Premium Trust Account”).

3 *i. Background on Insurance Policies and Surplus Insurance Brokerages*

4 19. When a business needs an insurance policy with higher limits or broader  
5 coverage than standard insurers provide, it can obtain that coverage by working with a  
6 surplus insurance brokerage, which finds insurance carriers willing to provide such  
7 policies. It is a common practice for an insurer that provides this kind of policy to require  
8 that a business prepay an entire insurance premium at the beginning of a policy. Due to  
9 the high-risk nature of the industries that InsuranceTek’s clients operated within, BOSER  
10 generally had to work with surplus insurance brokerages to find insurance carriers that  
11 would be willing to provide policies to InsuranceTek’s clients. BOSER and  
12 InsuranceTek earned commissions for the insurance policies that they assisted clients in  
13 obtaining.

14 20. Generally, insurance policies are identified by a unique insurance policy  
15 number, an identifier that an insurance carrier assigns to the insured entity’s policy.  
16 BOSER had the ability to generate COIs for InsuranceTek’s clients, which contained a  
17 summary of their policy and the unique policy number. It is common for an insured party  
18 to use a COI as proof of insurance.

19 21. BOSER primarily relied upon surplus insurance brokerages to locate  
20 insurance carriers for her clients. In general, BOSER would provide information about  
21 her client’s business to the surplus insurance brokerage, which would provide that  
22 information to the insurance carriers. After receiving that information, the insurance  
23 carriers would provide the surplus insurance brokerage with a premium quote, which the  
24 brokerage would forward to BOSER. BOSER would then provide InsuranceTek’s clients  
25 with the quotes, and the client would choose the policy that they wanted to accept.  
26 BOSER’s clients were typically covered by one-year policies, meaning that this process  
27 would be repeated in each subsequent year that the client needed insurance.  
28



1            ***ii. Background on Payment of Insurance Premiums***

2            22. Under Washington law, all funds that BOSER received from  
3 InsuranceTek's clients that represented premiums on their policies were received in her  
4 fiduciary capacity, and those funds had to be "promptly accounted for and paid to the  
5 insured, insurer, title insurance agent, or insurance producer as entitled thereto." RCW  
6 § 48.17.480.

7            23. InsuranceTek's clients were often required to prepay their insurance  
8 premiums at the beginning of their policies. Often, the client would pay the entire  
9 premium to BOSER, who would then be expected to collect InsuranceTek's commission  
10 and remit the rest of the premium payment to the surplus insurance brokerage to secure  
11 the client's insurance policy. The surplus insurance brokerage would then remit the  
12 payment to the insurance carrier that ultimately insured the client.

13           24. If one of InsuranceTek's clients could not afford to prepay the entire  
14 insurance premium to secure the policy, they could secure financing for the premium  
15 through a loan from a premium financing company. The premium financing company  
16 either paid the premium directly to the surplus insurance brokerage, or BOSER could  
17 have the premium financing company send the loaned money directly to InsuranceTek's  
18 Premium Trust Account, and then she would be expected to remit the payment directly to  
19 the surplus insurance brokerage to secure the client's insurance policy. The client would  
20 be expected to make monthly payments to the premium financing company to satisfy the  
21 loan. If the client did not make its monthly payments on the financing agreement, the  
22 premium financing company could request that the client's insurance policy be cancelled.

23           25. To obtain premium financing, a client would have to fill out and submit an  
24 application that indicated the specific insurance policy and amount of premium that the  
25 client needed to have financed. The premium financing company would then designate  
26 the terms of the agreement, including the minimum down payment, the monthly  
27 payments and schedule, interest rate, and fixed finance charge. These agreements were  
28 signed by the client and by BOSER, as the client's agent, and submitted to the premium

1 financing company. When the agreement was approved, the premium financing  
 2 company would send the total amount of the financed premium directly to the surplus  
 3 insurance brokerage or to BOSER for remittance to the brokerage to secure the client's  
 4 policy.

5 **B. BOSER's Scheme and Artifice to Defraud Clients of InsuranceTek**

6 **i. Victim Business 1 (Count 1)**

7 25. Victim Business 1 is an Illinois-based property inspection business and was  
 8 one of InsuranceTek's VIP clients. In 2015, BOSER worked with a surplus insurance  
 9 brokerage to secure an insurance policy with a large insurance carrier for Victim  
 10 Business 1. This policy had an effective date range from November 20, 2015 to  
 11 November 20, 2016, and had a total cost of \$31,632.95, which included taxes and fees.  
 12 Victim Business 1 paid BOSER the entire premium up front and expected that she would  
 13 remit the payment to secure the insurance policy, as she is required to do by Washington  
 14 law. Instead, BOSER kept Victim Business 1's payment and entered into a premium  
 15 financing agreement with a premium financing company on Victim Business 1's behalf,  
 16 without the victim's knowledge or authorization. BOSER had the financing company  
 17 send the money received from the financing agreement to the brokerage to secure Victim  
 18 Business 1's policy. BOSER then defaulted on the monthly payments to the financing  
 19 company, resulting in the cancellation of Victim Business 1's policy, again without  
 20 Victim Business 1's knowledge.

21 26. On November 9, 2015, BOSER sent an email to the owner of Victim  
 22 Business 1 regarding an offer for the company's 2015–2016 insurance policy. BOSER  
 23 informed Victim Business 1 that the premium on the policy would be \$31,632.95, which  
 24 the company could pay directly to InsuranceTek or choose to finance.

25 27. On November 16, 2015, after some discussion with BOSER about the  
 26 terms of the policy, the owner of Victim Business 1 emailed BOSER to confirm that  
 27 Victim Business 1 was accepting the offer and planned to pay the premium to  
 28 InsuranceTek via Automated Clearing House ("ACH"), a network that coordinates

1 electronic payments and automated money transfers. BOSER responded with an email  
2 confirming that the total amount due was \$32,279.95, with \$31,632.95 being applied to  
3 the premium and \$647.00 in fees. Later that day, the owner of Victim Business 1 sent an  
4 email to BOSER informing her that Victim Business 1 had sent her the full payment for  
5 the company's 2015–2016 policy.

6 28. On the next day, November 17, 2015, \$32,279.95 was transferred to the  
7 Premium Trust Account from Victim Business 1's account ending in -8259 at American  
8 Chartered Bank. That same day, BOSER emailed the owner of Victim Business 1 an  
9 invoice showing that the payment had been applied to the insurance premium amount  
10 due, securing Victim Business 1's 2015–2016 insurance policy.

11 29. On December 4, 2015, BOSER sent only \$903.63 from the Premium Trust  
12 Account to the surplus insurance brokerage as a down payment for Victim Business 1's  
13 policy. Based on my conversation with representatives of the brokerage, a review of  
14 records the company provided, and my knowledge of the requirements of Washington  
15 laws regarding insurance agents and producers, I know that BOSER should have sent the  
16 entire amount due at that time, while withholding InsuranceTek's commission of  
17 \$4,931.88.

18 30. Also on December 4, 2015, BOSER signed a Premium Finance Application  
19 in Victim Business 1's name with a premium financing company. The Application asked  
20 for financing for the premium on Victim Business 1's policy, despite the fact that Victim  
21 Business 1 had already paid the premium on that policy in full. Victim Business 1 was  
22 not aware of this application and did not authorize it.

23 31. In the Application, BOSER provided Victim Business 1's street address,  
24 but used Snohomish, Washington 98290 as the city, state, and zip code for the address,  
25 despite the fact that Victim Business 1 is based in Illinois. Later, the street address for  
26 the loan was changed to InsuranceTek's PO Box in Snohomish, Washington. Based on  
27 my training and experience, I know that failing to use Victim Business 1's true address  
28 on the application would have made it more difficult for the financing company to

1 contact Victim Business 1 regarding this unauthorized Application, thereby concealing  
2 BOSER's fraud.

3 32. On December 11, 2015, based on the application submitted by BOSER  
4 without Victim Business 1's knowledge or authorization, the financing company paid  
5 \$25,797.50 to the brokerage to fund Victim Business 1's policy.

6 33. Between January 11, 2016 and April 26, 2016, BOSER made five payments  
7 totaling \$15,547.19 to the financing company, using the Premium Trust Account.  
8 BOSER then stopped making payments on the financing that she had taken out in Victim  
9 Business 1's name.

10 34. On June 6, 2016, based on nonpayment to the financing company, the  
11 brokerage cancelled Victim Business 1's policy. In part because BOSER had changed  
12 the contact information for Victim Business 1 to InsuranceTek's PO Box in the financing  
13 company's records, however, Victim Business 1 did not receive notice of the  
14 cancellation.

15 35. In November of 2016, the owner of Victim Business 1 attempted to contact  
16 BOSER to renew the company's insurance policy. When the owner of Victim Business 1  
17 could not reach BOSER, he contacted the surplus insurance brokerage directly. In a  
18 conversation on November 7, 2016, the owner of Victim Business 1 learned for the first  
19 time that the company's insurance policy had been cancelled in June, 2016, meaning that  
20 the company had been without coverage for five months of its year-long policy. To re-  
21 activate the policy, Victim Business 1 had to transfer \$14,415 directly to the brokerage,  
22 though it later received a partial reimbursement from both the brokerage and the premium  
23 financing company.

24 ***ii. Victim Business 2 (Count 2)***

25 36. Victim Business 2 is an Ohio-based business that maintains foreclosed  
26 homes. For the insurance period of 2013–2014, BOSER secured insurance coverage for  
27 Victim Business 2 through a surplus insurance brokerage. The policy number for that  
28 period was SCP0929611-024, and the premium cost Victim Business 2 approximately

1 \$8,528.41 for the year. BOSER issued a COI containing the policy number to Victim  
2 Business 2 to reflect the 2013–2014 insurance policy and serve as proof of insurance.  
3 Over the next three years, Victim Business 2 used BOSER to renew this policy, paying  
4 her the premiums with the expectation that the payments would be remitted to a  
5 brokerage to secure the policy renewals. BOSER collected these payments from Victim  
6 Business 2 but, rather than renewing the victim’s policy, she kept the money and issued  
7 fake COIs to Victim Business 2, making it appear that the company was insured when, in  
8 fact, it was not.

9 37. Early in 2014, Victim Business 2 sought to renew its insurance policy for  
10 the 2014–2015 period. On January 31, 2014, Victim Business 2 sent \$8,528.41 to  
11 BOSER, who issued a COI showing a policy number SCP0929611-024A. This is the  
12 same policy number as Victim Business 2’s 2013–2014 policy, but with an “A” added to  
13 the end.

14 38. For the 2015–2016 period, Victim Business 2 renewed its insurance, again  
15 with BOSER. On February 17, 2015, Victim Business 2 sent \$8,528.41 to BOSER, who  
16 issued Victim Business 2 a COI for the period, this time with the policy number  
17 SCP1007751-258.

18 39. For the 2016–2017 period, Victim Business 2 renewed its insurance again  
19 with BOSER. To secure the renewed policy, Victim Business 2 sent \$6,657.40 from its  
20 U.S. Bank account ending in -8308 to the Premium Trust Account on February 8, 2016.  
21 BOSER sent Victim Business 2 an invoice via e-mail on February 5, 2016 to prompt the  
22 money transfer. BOSER issued a COI to Victim Business 2, this time with the policy  
23 number SCP1007751.

24 40. In December of 2016, a representative of the surplus insurance brokerage  
25 that had secured Victim Business 2’s 2013–2014 policy contacted the owner of Victim  
26 Business 2 to tell her that Victim Business 2 had not been covered by insurance since at  
27 least 2014. The owner of Victim Business 2 was surprised, as the company had paid  
28 BOSER premiums to renew the policy for three additional yearly terms, and BOSER had

1 provided Victim Business 2 with COIs representing that the company was covered by  
2 insurance. Victim Business 2 provided the surplus insurance brokerage with the policy  
3 numbers from those COIs, and the brokerage confirmed that none of the policy numbers  
4 were valid or associated with real insurance policies. Based on my training and  
5 experience and the investigation to date, I believe that BOSER created and issued fake  
6 COIs to convince Victim Business 2 that it had a valid insurance policy in place when, in  
7 fact, there was no such policy, thereby concealing her theft of the premiums that Victim  
8 Business 2 had paid.

9 *iii. Victim Business 3 (Counts 3 & 4)*

10 41. Victim Business 3 is a Texas-based business that maintains foreclosed  
11 homes and was one of InsuranceTek's VIP clients. Victim Business 3 engaged BOSER  
12 to be its insurance agent in early 2015, and BOSER secured a policy for Victim Business  
13 3 that ran from May 25, 2015 through May 25, 2016. When it came time to renew the  
14 policy, BOSER collected \$153,321 from Victim Business 3, which she represented would  
15 be used to pay for the renewal of the policy. BOSER, however, did not remit this  
16 premium to the surplus insurance brokerage to secure the new policy. Instead, she  
17 retained the payment and entered into an agreement to finance the premium on Victim  
18 Business 3's behalf. BOSER then defaulted on the payments to the financing company,  
19 resulting in the cancellation of Victim Business 3's policy, without the victim's  
20 knowledge. When Victim Business 3 later learned of the cancellation, it had to re-pay a  
21 substantial portion of the premium to reinstate the policy.

22 42. On February 18, 2016, BOSER e-mailed the owners of Victim Business 3  
23 to inform them that the premium on the renewal of the company's insurance policy was  
24 projected to exceed \$100,000, and that she would require a deposit of \$50,000 to "help  
25 avoid one large check." BOSER attached a "pre-invoice" for \$50,000 and assured the  
26 owners of Victim Business 3 that she would have the final renewal figures to them  
27 shortly. BOSER provided the owners of Victim Business 3 with InsuranceTek's address  
28 and information for the Premium Trust Account so that they could pay the \$50,000

1 invoice by direct deposit or check. BOSER also gave Victim Business 3 the option to  
2 finance the policy.

3 43. On March 1, 2016, Victim Business 3 deposited a \$50,000 check, drawing  
4 from its American National Bank of Texas account, ending in -9757, into the Premium  
5 Trust Account, through a transfer initiated at Victim Business 3's bank.

6 44. On March 29, 2016, BOSER e-mailed the owners of Victim Business 3,  
7 informing them that their renewed insurance policy would be effective from May 23,  
8 2016 through May 23, 2017. BOSER attached an invoice to the email, which included  
9 information for the Premium Trust Account and indicated that the total cost of the  
10 insurance premium, including fees and taxes, would be \$153,321. The invoice credited  
11 Victim Business 3 for the \$50,000 payment that it had made, and showed that \$103,321  
12 was due.

13 45. On April 1, 2016, Victim Business 3 deposited a \$103,321 check, drawing  
14 from the same account at American National Bank of Texas, into the Premium Trust  
15 Account, through a transfer initiated at Victim Business 3's bank.

16 46. On May 4, 2016, despite having received the full amount of the \$153,321  
17 premium from Victim Business 3, BOSER used the Premium Trust Account to make a  
18 down payment of only \$5,637.75 to a surplus insurance brokerage to secure Victim  
19 Business 3's policy. BOSER did not make any further payments on Victim Business 3's  
20 premium and, on June 23, 2016, the Chief Financial Officer for the brokerage made a  
21 request in the brokerage's internal system to cancel Victim Business 3's policy for  
22 nonpayment.

23 47. On July 11, 2016, the brokerage's Executive Vice President signed a Direct  
24 Notice of Cancellation, providing that Victim Business 3's policy would be cancelled on  
25 August 25, 2016 if the premium remained unpaid. The letter was addressed to Victim  
26 Business 3, with InsuranceTek copied on the mailing. According to the owners of Victim  
27 Business 3, they did not receive this notice and were unaware that the brokerage was  
28 planning to cancel the company's insurance policy.



1           48. According to documents that I obtained from a premium financing  
2 company, BOSER submitted a Premium Finance Application seeking to finance the  
3 premium on Victim Business 3's policy shortly after the brokerage provided notice of its  
4 intent to cancel the policy. The application appears to have been signed and initialed by  
5 the owner of Victim Business 3 on July 14, 2016, and signed by BOSER on July 15,  
6 2016.<sup>1</sup>

7           49. On July 25, 2016, an Account Representative at the financing company sent  
8 an e-mail to BOSER asking her if she would be making a down payment on Victim  
9 Business 3's financing agreement, as required before the financing company would  
10 release funds to the brokerage to secure Victim Business 3's insurance policy. Three  
11 days later, BOSER responded by email and asked the Account Representative to use her  
12 "agency check" to make the down payment so that the funds could be released. BOSER  
13 then lied to the Account Representative, stating that she had yet to collect the balance  
14 from Victim Business 3, even though Victim Business 3 had paid the premium in full  
15 several months earlier.

16           50. On August 5, 2016, BOSER initiated a payment of \$28,421.68 from the  
17 Premium Trust Account to the financing company, to secure the financing for Victim  
18 Business 3's policy. On the same day that it received this payment, the financing  
19 company sent the full premium to the surplus insurance company to secure Victim  
20 Business 3's insurance policy.

21           51. BOSER did not make any further payments to the financing company on  
22 this financing agreement and, on September 12, 2016, the financing company contacted  
23 the surplus insurance brokerage to request that Victim Business 3's policy be cancelled  
24  
25

---

26 <sup>1</sup> It is unclear whether Victim Business 3 authorized this application, as emails between BOSER  
27 and the owner of Victim Business 3 from around this time reference a contract for financing, but  
28 the owner of Victim Business 3 has reviewed the application and does not believe that he knew  
of the application or signed it.

1 due to nonpayment. On the same day, the brokerage cancelled the policy and refunded  
2 \$106,135.05 to the financing company.

3 52. In late November or early December of 2016, Victim Business 3 received a  
4 call from the brokerage and learned that its policy had been cancelled in September. On  
5 December 12, 2016, Victim Business 3 paid \$106,135.05 to the financing company to  
6 reinstate its insurance policy. The financing company then paid the remaining premium  
7 to the surplus insurance brokerage to re-fund the policy and wrote off \$3,395.68 in loss.

8 *iv. Victim Business 4 (Count 5)*

9 53. Victim Business 4 is a Tennessee-based business that maintains foreclosed  
10 homes and was one of InsuranceTek's VIP clients. BOSER assisted Victim Business 4 in  
11 acquiring an insurance policy for the 2016–2017 period from a surplus insurance  
12 brokerage. BOSER also assisted Victim Business 4 in entering into a legitimate  
13 agreement with a premium financing company to finance the premium on this policy.  
14 Shortly afterwards, however, BOSER entered into an agreement with a second financing  
15 company to finance the premium on the same policy, without Victim Business 4's  
16 knowledge or authorization. BOSER collected and kept the payment from the second  
17 financing company, and she arranged to have the monthly payments on the second,  
18 unauthorized financing agreement paid with Victim Business 4's credit card, the  
19 information for which InsuranceTek had on file but was not authorized to use.

20 54. In early 2016, Victim Business 4 was referred to BOSER for assistance in  
21 changing insurance providers and finding new coverage. BOSER obtained an offer from  
22 a surplus insurance brokerage for an insurance policy with an annual premium of  
23 \$31,274.25. On March 22, 2016, BOSER informed Victim Business 4 of the offer by  
24 email and gave Victim Business 4 the option of paying the \$31,274.25 premium in full or  
25 of financing the premium with a \$4,828.00 down payment and nine monthly installment  
26 payments of \$3,040.28. BOSER also attached four documents to the email, including  
27 (1) the insurance offer, (2) a COI, (3) InsuranceTek's payment authorization form, and  
28

1 (4) an application for financing, should Victim Business 4 choose to finance the  
2 premium.

3 55. On March 23, 2016, an employee of Victim Business 4 sent BOSER an e-  
4 mail that attached an executed copy of the insurance agreement, a signed copy of  
5 InsuranceTek's payment authorization form, and the financing application. The payment  
6 authorization form authorized a one-time payment to InsuranceTek of \$4,828.00 – the  
7 down payment on the financing – from a Capital One card ending in -6118. This  
8 payment authorization form did not authorize InsuranceTek to keep the card number on  
9 file for future use and represented that the form would be “shredded” after the down  
10 payment had been paid. The financing application contained a second, separate payment  
11 authorization form, titled “Automatic Debit Authorization,” which authorized the  
12 financing company to make withdrawals from Victim Business 4's Bank of America  
13 account ending in -4945 to pay the nine monthly installments on the premium financing.  
14 This form did not authorize BOSER or InsuranceTek to initiate any payments from  
15 Victim Business 4's Bank of America account.

16 56. BOSER signed the financing agreement as the insurance producer and  
17 submitted it to the premium financing company for processing. On April 12, 2016, the  
18 premium financing company transferred funds to the surplus insurance brokerage to  
19 satisfy the amount of the premium due on Victim Business 1's policy. According to  
20 records provided by Victim Business 4, a total of \$12,161.12 in monthly payments was  
21 made from its Bank of America account ending in -4945 to the financing company  
22 between April and July, 2016, as authorized in the financing agreement.

23 57. Unbeknownst to Victim Business 4 and without its authorization, BOSER  
24 also obtained premium financing for Victim Business 4's policy from a second financing  
25 company on Victim Business 4's behalf. On April 11, 2016, more than two weeks after  
26 BOSER and Victim Business 4 submitted the legitimate financing application to the first  
27 financing company, BOSER signed and submitted a financing agreement for Victim  
28 Business 4's policy to a second financing company. The application sought financing for

1 the same policy that had already been financed, for the same amount, and it appears that  
2 BOSER chose to have the money transferred to the Premium Trust Account, rather than  
3 having it sent directly to the surplus insurance brokerage. In the application, BOSER  
4 signed a statement representing that Victim Business 4's policy had never been the  
5 subject of any other premium financing agreement. On the same day that BOSER  
6 submitted this application, the second financing company paid \$26,447.11 from its Brand  
7 Bank account ending in -3276 to the Premium Trust Account.

8 58. Based on a review of the records provided by the second financing  
9 company and Victim Business 4, it appears that BOSER chose to have the second  
10 financing company use Victim Business 4's Capital One credit card to pay the monthly  
11 installments on the financing agreement.

12 59. In late June, 2016, Victim Business 4 noticed that it was receiving bills  
13 from two premium financing companies. On June 29, 2016, an employee of Victim  
14 Company 4 sent an e-mail to BOSER, informing her that they had noticed two monthly  
15 charges that referenced the same insurance policy number.

16 60. On August 3, 2016, BOSER emailed an employee at the first financing  
17 company, asking her to stop the withdrawals that were paying for Victim Business 4's  
18 financing. BOSER then emailed Victim Business 4 apologizing for the second,  
19 unauthorized financing agreement, which Victim Business 4 was still paying, and  
20 promising to reimburse Victim Business 4 for the amount that it had overpaid while the  
21 two financing agreements were in effect – approximately \$12,161.12. According to  
22 Victim Business 4, BOSER has never made any repayment to the company, despite her  
23 promise to do so.

24 **C. Interstate Wire Transmissions**

25 61. Based on my knowledge of, and experience with, transfers of funds to  
26 accounts at Bank of America, I know that, within the time period in question, each of the  
27 transfers of funds described in Counts 1 to 5 would have caused a wire to be sent to  
28

1 servers in Virginia that process transfers to and from Bank of America accounts. All of  
2 the transfers of funds described in Counts 1 to 5 originated outside of Virginia.

3 **D. Expenditures from Premium Trust Account**

4 62. I have reviewed bank records for the Premium Trust Account, and found  
5 that the payments that BOSER collected from her victims were not used to secure  
6 insurance policies, as the victims understood they would be based on BOSER's false and  
7 fraudulent pretenses, representations, promises, and omissions.

8 63. Much of the money that BOSER received from InsuranceTek's clients was  
9 transferred out of the Premium Trust Account and to InsuranceTek's Business Account at  
10 Bank of America, ending in -2000. From there, the money was transferred into BOSER's  
11 personal checking account at Bank of America, ending in -2545. Expenditures from  
12 BOSER's personal checking account show that large sums of money were spent at a local  
13 casino and resort.

14 //

15 //

16 //

1  
2  
3  
4  
5  
6  
7  
8  
9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28

**III. CONCLUSION**

64. Based on the above facts set forth in this Affidavit, I believe there is probable cause to believe that VICKI BOSER did knowingly and intentionally commit the crime of wire fraud, in violation of 18 U.S.C § 1343.

  
\_\_\_\_\_  
ANDREW CROPCHO  
Special Agent  
Federal Bureau of Investigation

The above-named agent provided a sworn statement attesting to the truth of the foregoing Complaint and Affidavit by telephone on this 30th day of October, 2020. Based on the Complaint and Affidavit, the Court hereby finds that there is probable cause to believe that the defendant VICKI BOSER committed the offenses set forth in the Complaint.

Dated this 30th day of October, 2020.

  
\_\_\_\_\_  
BRIAN A. TSUCHIDA  
Chief United States Magistrate Judge